

AN ORDINANCE

05-0-1496

**BY: COMMUNITY DEVELOPMENT AND HUMAN RESOURCES
COMMITTEE**

AN ORDINANCE AUTHORIZING THE MAYOR OR HER DESIGNEE, ON BEHALF OF THE CITY, TO NEGOTIATE FOR AND PURCHASE 0.139 ACRES ("CITY PROPERTY") ADJACENT TO THE CITY OF ATLANTA'S HERBERT TAYLOR PARK FOR AN AMOUNT NOT TO EXCEED \$35,000.00 TO BE CALCULATED BASED ON FORTY PERCENT (40%) OF THE APPRAISED FAIR MARKET VALUE, PLUS FORTY PERCENT (40%) OF THE CONSERVATION FUND'S DUE DILIGENCE AND PURCHASE SERVICES, PLUS FORTY PERCENT (40%) OF THE CITY'S DUE DILIGENCE AND PURCHASE SERVICES, TO BE PAID FROM FUND, ACCOUNT CENTER NUMBER 1C28 (IMPACT FEE) 571001 (LAND) N12P06129989 (GREENSPACE PARK NORTH), TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH DEKALB COUNTY FOR THE MAINTENANCE OF AN ADJOINING 0.184 ACRE PARCEL TO BE ACQUIRED BY DEKALB COUNTY ("DEKALB PROPERTY"), TO ENTER INTO A RECIPROCAL EASEMENT AGREEMENT WITH DEKALB COUNTY GRANTING DEKALB COUNTY ACCESS TO DEKALB PROPERTY OVER HERBERT TAYLOR PARK AND FOR OTHER PURPOSES.

WHEREAS, on March 11, 2005, The Conservation Fund ("TCF") purchased 0.323 acres owned by Morningside Preserve, LLC ("Morningside Property") located in both the City of Atlanta and DeKalb County near Markan Drive (See Exhibit "A") and adjacent to the City's existing Herbert Taylor Park; and

WHEREAS, 0.139 acres ("City Property") of the Morningside Property lies within the City of Atlanta adjacent to Herbert Taylor Park (See Exhibit "B"); and

WHEREAS, 0.184 acres ("DeKalb Property") of the Morningside Property lies within DeKalb County adjacent to Herbert Taylor Park (See Exhibit "C"); and

WHEREAS, TCF has agreed to assist the City of Atlanta ("City") and DeKalb County ("County") in the acquisition and preservation of the Morningside Property by working with the City's Department of Parks, Recreation of Cultural Affairs and the City's Department of Planning and Community Development, and DeKalb County; and

WHEREAS, TCF is a non-profit, 501(c)(3) organization, whose business is to negotiate property donations on behalf of public agencies or to purchase properties, providing tax incentives to property owners, and hold such properties in trust until the public agency has the funds to purchase the properties; and

WHEREAS, TCF has acquired the Morningside Property at a price less than Fair Market Value and has agreed to sell the City Property to the City of Atlanta at forty percent (40%) of the appraised Fair Market Value ("FMV") plus forty percent (40%) of TCF's due diligence, staff costs and closing costs (TCF's Due Diligence and Purchase Services) plus forty percent (40%) of any additional due diligence and closing costs incurred by the City ("City's Due Diligence and Purchase Services") for a total amount not to exceed \$35,000; and

WHEREAS, the Rock Creek Watershed Alliance has raised funds to be paid to TCF as partial payment for the City Property; and

WHEREAS, purchasing the City Property is consistent with the City's goal of acquisition and preservation of additional greenspace to expand existing parks and to provide connecting trails; and

WHEREAS, the City will enter into a Reciprocal Easement Agreement to provide County residents and officials access to DeKalb Property (Exhibit "D"), and an Intergovernmental Agreement with the County to maintain and provide necessary emergency, law enforcement, fire protection and medical services to DeKalb Property (Exhibit "E").

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

SECTION 1: The Mayor or her designee, on behalf of the City, is hereby authorized to negotiate with TCF to purchase real property know as the City Property, at a purchase price equal to forty percent (40%) of FMV of the City Property plus forty percent (40%) of TCF's Due Diligence and Purchase Services plus forty percent (40%) of the City's Due Diligence and Purchase Services as specified in Section 2 of this agreement ("Total City Property Acquisition Costs") in an amount not to exceed \$35,000.

SECTION 2: TCF's Due Diligence and Purchase Services for City Property include the costs of obtaining a survey, environmental assessments, title reports, title insurance, appraisal, staff costs, and all closing costs. The City's Due Diligence and Purchase Services include the City's costs of obtaining a review appraisal, real estate service fees, title insurance, all closing costs and other related due diligence costs. Forty percent (40%) of the total of FMV of the City Property and TCF's Due Diligence and Purchase Services and the City's Due Diligence and Purchase Services equals the Total City Property Acquisition Costs.

SECTION 3: The Mayor or her designee is hereby authorized to obtain or review surveys, title reports, environmental assessments, and appraisals to establish the Fair Market Value of the City Property. In addition, the Mayor or her designee is authorized to obtain and pay for those items and services necessary to purchase the City Property, including but not limited to title insurance, real estate service fees and other closing costs.

SECTION 4: Total City Property Acquisition Costs shall be paid from Fund, Account, Center Number 1C28 (Impact Fee) 571001 (Land) N12P06129989 (Green Space Park... North) in an amount not to exceed \$35,000. Should the actual Property Acquisition Costs be less than \$35,000.00, the residual amount shall be returned to the Fund, Account, Center Number 1C28 (Impact Fee) 571001 (Land) N12P06129989 (Green Space Park North.)

SECTION 5: The Mayor, on behalf of the City, is authorized to execute a Reciprocal Easement Agreement to provide DeKalb County access to DeKalb Property (Exhibit "D") and an Intergovernmental Agreement with DeKalb County for the maintenance of DeKalb Property (Exhibit "E"). These terms shall include but not be limited to maintenance of the park, and the provision of emergency, law enforcement, fire protection and medical services to DeKalb Property. The Intergovernmental Agreement shall specify that City Property, DeKalb Property and Herbert Taylor Park shall be maintained as a neighborhood park consistent with its current use.

SECTION 6: Upon acquisition, the Department of Parks, Recreation, and Cultural Affairs, Bureau of Parks, is hereby charged with all responsibility for the City Property and that the deed shall provide that such property shall remain permanently preserved as greenspace with passive recreation for the benefit of the public.

SECTION 7: The requirements of the City Code Section 2-1541 (d), of the Procurement and Real Estate Code, are waived to allow the purchase of the City Property on behalf of the City without further authorization by the City Council.

SECTION 8: The City's Greenspace Acquisition Consultant, US Infrastructure, Inc. ("the Consultant") is authorized to settle the acquisition of the City Property at an amount authorized by the Chief Procurement Officer. The Consultant may also arrange and negotiate for the Due Diligence and Purchase Services.

SECTION 9: The Mayor, on behalf of the City, is authorized to execute any and all deeds, instruments or other documents that the law Department deems to be necessary or advisable in order to carry into effect the intent of this ordinance.

SECTION 10: The City Attorney is hereby directed to prepare for execution by the Mayor, any and all deeds, instruments, or other documents that the City Attorney deems necessary or advisable to carry into effect the intent of this ordinance, said documents to be approved as to form by the City Attorney.

SECTION 11: Said deeds, instruments, or other documents shall not become binding upon the City, and the City shall incur neither obligation nor liability thereunder, until the same has been signed by the Mayor.

SECTION 12: All ordinances and parts of ordinances in conflict herewith are hereby repealed for purposes of the Ordinance only, and only to the extent of the conflict.

EXHIBIT "A"
MORNINGSIDE PROPERTY

HERBERT TAYLOR PARK

City of Atlanta Property MORNINGSIDE PRESERVE, LLC

0.139

ACRES

(L)
58'

(L)
55'

Dekalb County Property

0.184

ACRES

CITY OF ATLANTA

DEKALB COUNTY

LOT 6 BLOCK "B"
PROVISIONAL SUB.
ROCK SPRINGS EST. INC.

100' ±
CREEK IS E
BOAT
CREEK

5.8'
POB

MARKAN DRIVE
50' R/W

R/W

POC

R/W

ROCK SPRINGS CIRCLE
50' R/W



LEGAL DESCRIPTION
CITY OF ATLANTA PARCEL

All that tract or parcel of land lying and being in Land Lot 56 of the 18th District of Dekalb County, Georgia, City of Atlanta and being more particularly described as follows:

COMMENCE at a point on the northerly right-of-way of Rock Springs Circle (50-foot right-of-way); thence following a clockwise curve having a radius of 10.00 feet, an arc distance of 15.71 feet to a point on the easterly right-of-way of Markan Drive (50-foot right-of-way), said arc has a chord of 14.14 feet and a chord bearing of N44°24'06"W; thence along said right-of-way N00°36'15"E a distance of 100.00 feet to a point; thence S77°32'29"W a distance of 51.33 feet to a point on the westerly right-of-way of Markan Drive; thence leave said right-of-way N89°40'32"W a distance of 192.67 feet to an iron pin set; thence N03°49'06"E a distance of 50.39 feet to an iron pin set; thence N06°27'03"E a distance of 28.11 feet to an iron pin set on the line dividing Land Lots 55 and 56 and THE TRUE POINT OF BEGINNING.

From this established point, run N89°40'32"W along said Land Lot Line a distance of 95.47 feet to a rebar; thence leave said Land Lot Line N39°21'50"E a distance of 139.41 feet to a rebar; thence S29°48'47"E a distance of 39.56 feet to an iron pin set; thence S11°47'19"W a distance of 45.40 feet to an iron pin set; thence S06°27'03"W a distance of 29.74 feet to THE TRUE POINT OF BEGINNING.

This tract or parcel contains 0.139-acre (6050 s.f.) of land.

LEGAL DESCRIPTION
DEKALB COUNTY PARCEL

All that tract or parcel of land lying and being in Land Lot 55 of the 18th District of Dekalb County, Georgia and being more particularly described as follows:

COMMENCE at a point on the northerly right-of-way of Rock Springs Circle (50-foot right-of-way); thence following a clockwise curve having a radius of 10.00 feet, an arc distance of 15.71 feet to a point on the easterly right-of-way of Markan Drive (50-foot right-of-way), said arc has a chord of 14.14 feet and a chord bearing of N44°24'06"W; thence along said right-of-way N00°36'15"E a distance of 100.00 feet to a point; thence S77°32'29"W a distance of 51.33 feet to a point on the westerly right-of-way of Markan Drive; thence leave said right-of-way N89°40'32"W a distance of 192.67 feet to an iron pin set and THE TRUE POINT OF BEGINNING.

From this established point, run N89°40'32"W a distance of 49.39 feet to a rebar hereinafter referred to as Point "A"; thence N89°40'32"W a distance of 14.8 feet more or less to a point in the centerline of Boat Creek; thence following the meanderings of said creek in a generally northwesterly direction a distance of 100 feet more or less to a point on the line dividing Land Lots 55 and 56; thence leave said creek along said Land Lot Line S89°40'32"E a distance of 16 feet more or less to a rebar hereinafter referred to as Point "B" (the traverse line from Point "A" to Point "B" is N26°45'29"W a distance of 87.88 feet); thence from Point "B", run S89°40'32"E along said Land Lot Line a distance of 95.47 feet to an iron pin set; thence leave said Land Lot Line S06°27'03"W a distance of 28.11 feet to an iron pin set; thence S03°49'06"W a distance of 50.39 feet to THE TRUE POINT OF BEGINNING.

This tract or parcel contains 0.18 ac. more or less (8020 s.f.)

EXHIBIT D

RECIPROCAL EASEMENT AGREEMENT BETWEEN THE CITY OF ATLANTA AND DEKALB COUNTY FOR THE HERBERT TAYLOR PARK EXPANSION

Prepared by and return to:

The Battle Law Group, P.C.
68 N. Avondale Road, Suite D
Avondale Estates, Georgia 30002
(404) 299-6960

STATE OF GEORGIA

COUNTY OF DEKALB

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (this "Agreement"), is made and entered into this — day of July, 2005, by and between **DEKALB COUNTY**, a political subdivision of the State of Georgia (the "County") and **THE CITY OF ATLANTA**, a municipal corporation of the State of Georgia (the "City").

WITNESSETH:

WHEREAS, the County is the owner of that certain tract of land consisting of approximately 0.184 acres described in Exhibit "A" attached hereto and incorporated herein, said property being referred to herein as the "County Property"; and

WHEREAS, the City is the owner of that certain tract of land consisting of approximately 0.139 acres described in Exhibit "B" attached hereto and incorporated herein,

said property being adjacent to and contiguous with the County Property, and being referred to herein as the "City Property" (each of the County Property and the City Property being hereinafter sometimes referred to as a "Parcel"); and

WHEREAS, the County Property and City Property are adjacent to and contiguous with certain tracts of public park land generally known as Herbert Taylor Park consisting of approximately 34.19 acres described more particularly in Exhibit "C", attached hereto and incorporated herein by this reference, (the "Access Easement Area"); and

WHEREAS, the County intends to utilize the County Property as parkland and grant to the City, for the benefit of the City Property and Access Easement Area, a perpetual, unobstructed, non-exclusive easement for access and maintenance over, across, upon and through County Property;

WHEREAS, the location, topography and other physical features of the County Property make the property inaccessible from a public road, and County has requested that City grant, and City has agreed to grant to County, a perpetual non-exclusive easement over, across, upon and through on established paths, trails, maintenance and dirt roads from time to time, located on the Access Easement Area and the City Property; and

NOW, THEREFORE, in consideration of the foregoing premises, the grants, reservations, easements and agreements herein made, and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto (each such party hereinafter called "Party") intending to be legally bound do hereby agree as follows:

1. Grant of Easements by County for the benefit of the City, the City Property and Access Easement Area. The County hereby grants, bargains, sells and conveys to the City the following easements for the benefit of the City, the City Property, the Access Easement Area, the City's invitees, customers, employees and agents, and to the extent title to the City Property is leased, transferred or assigned by the City, to its successors and assigns:

- 1.1 Easement for Access and Maintenance. A perpetual, unobstructed, non-exclusive easement for access and maintenance over, across, upon and through the County Property. The City hereby agrees to maintain the County Property at its sole cost and expense, and any work performed by the City pursuant to this Agreement shall be performed, (a) in a good, diligent and workmanlike manner, and (b) in compliance with all applicable laws, rules, regulations and ordinances. The City hereby agrees to promptly pay for all work performed on the County Property and to cause any lien affecting the County Property arising from or relating to such work to be discharged or bonded off. The City hereby acknowledges and agrees that it shall use the County Property for parkland purposes only, and the use of the County Property for any

other purpose by the City is expressly prohibited. Further, in exercising the use of the Property, the City agrees to dispose of trash, garbage or other refuse in bins designated for such purpose across the County Property.

- 1.2 Restoration of the County Property. The City hereby agrees that upon the completion of any maintenance work, the City shall restore the County Property to the condition which existed prior to such work performed at the direction of the City, except to the extent that such Parcel has been maintained or improved as a result of such work.

2. Grant of Easements by City for the benefit of the County and the County Property. The City hereby grants, bargains, sells and conveys to the County the following easement for the benefit of County, the County Property, the County's invitees, customers, employees and agents, and, to the extent title to the County Property is leased, transferred or assigned by the County, to its successors and assigns:

- A. Easement for Access and Maintenance -- A perpetual, unobstructed, non-exclusive easement for access over, across, upon and through the Access Easement Area on established paths, trails, maintenance and dirt roads and being described more particularly in Exhibit "C", and over City Property.
- B. County shall not change, disturb, alter or impair the natural, scenic, and aesthetic features of the Access Easement Area.
- C. County shall not tear down trees and other vegetation, for the purposes of creating new paths, lay gravel on, or pave pre-existing paths and trails.
- D. County shall not engage in any activity that could lead to soil erosion, such as disturbing the streams, elevation or soil conditions of the Access Easement Area.
- E. County shall dispose of trash, garbage or other refuse in bins designated for such purpose across the Access Easement Area.
- F. County shall not engage in any activity on, or use of, the Access Easement Area that is inconsistent with the purposes of listed above, and agrees that it shall restore such areas or features of the Access Easement Area as may be damaged by any such inconsistent activity or use.

3. Time of the Essence. Time is of the essence of this Agreement.

4. Amendment. The parties hereby agree that only upon the written consent of all parties hereto and any other parties in interest may this Agreement be amended or any of the easement areas be relocated, changed, altered, diminished or expanded.

5. Waiver. Each and every covenant and agreement contained herein shall be for any and all purposes hereof construed as separate and independent and the breach of any covenant by any party shall not release or discharge them from their obligations hereunder.

No delay or omission by either party to exercise its rights accruing upon any noncompliance or failure of performance by the other shall impair any such right or be construed to be a waiver thereof. A waiver by either party hereto of any of the covenants, conditions or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach or of any other covenants, conditions or agreements contained herein.

6. Severability. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any then applicable law and shall be limited to the extent necessary to render the real covenants herein valid and enforceable. If any term, provision, covenant or agreement contained herein or the application thereof to any person, entity or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remaining terms, provisions, covenants or agreements or the application of such term, provision, covenant or agreement to persons, entities or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

7. Binding Effect; Dedication; Appurtenance. This Agreement shall be binding upon and inure to the benefit of the County and the City and their respective successors and assigns, and all the terms and provisions hereof are and shall be deemed to run with the property described herein and shall burden and benefit such property as described herein. Notwithstanding the foregoing, each party shall be responsible only for the obligations, indemnities, duties, liabilities and responsibilities set forth in this Agreement that accrue during the period of time during which such party holds fee simple title to a Parcel or portion thereof. Upon conveyance of a Parcel or a portion thereof, the party making such conveyance shall only be relieved from the obligations, duties, indemnities and responsibilities hereunder arising from and after the date of such conveyance as to such Parcel, or portion thereof conveyed, and the successor party shall become obligated hereunder for all matters arising from and after the date of conveyance. The rights, privileges and easements granted and conveyed hereunder shall exist for the benefit of, and be a burden upon, the County Property, the City Property and the Access Easement Area respectively, and shall run with title to, and be appurtenant to, such Parcels.

8. Notices. Any notice, request or other communication required or permitted herein shall be in writing and shall be deemed to be given upon personal delivery or upon being deposited with a professional overnight courier service or in the United States Mail by certified or registered mail, return receipt requested, postage prepaid. Such notice, request or other communication shall be addressed to the applicable party at the address set forth under the signature of such party to this Agreement; however, either party may change its address for notices by giving notice to the other party in the manner provided in this Section.

9. Remedies. In the event either party fails to perform the maintenance, repair or other work required by this Agreement or fails to perform the work in accordance with the requirements of this Agreement or otherwise breaches the terms of this Agreement, the non-defaulting party may notify the defaulting party and shall specify the deficiencies in the work, the work which the defaulting party has failed to perform, or the breach, as the case may be. If such deficiencies are not corrected, or if the work which the defaulting party has

failed to perform is not commenced (and thereafter prosecuted with diligence to completion), or the breach not cured, within thirty (30) days after receipt of such notice, then the non-defaulting party shall have the right to correct such deficiencies or perform the work (even if such work must be undertaken on the defaulting party's Parcel) or cure the breach, and recover all costs and expenses related thereto from the defaulting party. Notwithstanding the foregoing, in the event that the failure to perform the work, or failure to perform the work in the manner required in this Agreement, or the breach of this Agreement, creates an imminent danger of damage to persons or properties, or jeopardizes the continuance of business operations on any Parcel, no notice shall be required prior to the non-defaulting party commencing such work or commencing a cure. Any amounts due and payable to a party pursuant to this Agreement shall be paid within thirty (30) days from the date the other party is notified of the amounts due. Any amounts not paid when due shall bear interest at a rate equal to the lesser of (i) ten percent (10%) per annum, or (ii) the maximum rate of interest permitted by the laws of the State of Georgia for such obligations. The failure to pay any amounts due pursuant to this Agreement shall not entitle any Party to file a lien or claim of lien against the Parcel owned by the delinquent party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed under seal and delivered by their respective authorized representatives on the day and year first above written.

Signed, sealed and delivered
in the presence of:

THE COUNTY:

DEKALB COUNTY, a political subdivision of
the State of Georgia

Unofficial Witness

By: _____
Name: _____
Title: _____

Notary Public

My Commission Expires:

Address: _____

(NOTARY SEAL)

[execution by the City appears on following page]

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires:

(NOTARY SEAL)

THE CITY:

**THE CITY OF ATLANTA, a Georgia
municipal corporation**

By: _____

Name: _____

Title: _____

Address: _____

LEGAL DESCRIPTION
DEKALB COUNTY PARCEL

All that tract or parcel of land lying and being in Land Lot 55 of the 18th District of Dekalb County, Georgia and being more particularly described as follows:

COMMENCE at a point on the northerly right-of-way of Rock Springs Circle (50-foot right-of-way); thence following a clockwise curve having a radius of 10.00 feet, an arc distance of 15.71 feet to a point on the easterly right-of-way of Markan Drive (50-foot right-of-way), said arc has a chord of 14.14 feet and a chord bearing of N44°24'06"W; thence along said right-of-way N00°36'15"E a distance of 100.00 feet to a point; thence S77°32'29"W a distance of 51.33 feet to a point on the westerly right-of-way of Markan Drive; thence leave said right-of-way N89°40'32"W a distance of 192.67 feet to an iron pin set and THE TRUE POINT OF BEGINNING.

From this established point, run N89°40'32"W a distance of 49.39 feet to a rebar hereinafter referred to as Point "A"; thence N89°40'32"W a distance of 14.8 feet more or less to a point in the centerline of Boat Creek; thence following the meanderings of said creek in a generally northwesterly direction a distance of 100 feet more or less to a point on the line dividing Land Lots 55 and 56; thence leave said creek along said Land Lot Line S89°40'32"E a distance of 16 feet more or less to a rebar hereinafter referred to as Point "B" (the traverse line from Point "A" to Point "B" is N26°45'29"W a distance of 87.88 feet); thence from Point "B", run S89°40'32"E along said Land Lot Line a distance of 95.47 feet to an iron pin set; thence leave said Land Lot Line S06°27'03"W a distance of 28.11 feet to an iron pin set; thence S03°49'06"W a distance of 50.39 feet to THE TRUE POINT OF BEGINNING.

This tract or parcel contains 0.18 ac. more or less (8020 s.f.)

LEGAL DESCRIPTION
CITY OF ATLANTA PARCEL

All that tract or parcel of land lying and being in Land Lot 56 of the 18th District of Dekalb County, Georgia, City of Atlanta and being more particularly described as follows:

COMMENCE at a point on the northerly right-of-way of Rock Springs Circle (50-foot right-of-way); thence following a clockwise curve having a radius of 10.00 feet, an arc distance of 15.71 feet to a point on the easterly right-of-way of Markan Drive (50-foot right-of-way), said arc has a chord of 14.14 feet and a chord bearing of N44°24'06"W; thence along said right-of-way N00°36'15"E a distance of 100.00 feet to a point; thence S77°32'29"W a distance of 51.33 feet to a point on the westerly right-of-way of Markan Drive; thence leave said right-of-way N89°40'32"W a distance of 192.67 feet to an iron pin set; thence N03°49'06"E a distance of 50.39 feet to an iron pin set; thence N06°27'03"E a distance of 28.11 feet to an iron pin set on the line dividing Land Lots 55 and 56 and THE TRUE POINT OF BEGINNING.

From this established point, run N89°40'32"W along said Land Lot Line a distance of 95.47 feet to a rebar; thence leave said Land Lot Line N39°21'50"E a distance of 139.41 feet to a rebar; thence S29°48'47"E a distance of 39.56 feet to an iron pin set; thence S11°47'19"W a distance of 45.40 feet to an iron pin set; thence S06°27'03"W a distance of 29.74 feet to THE TRUE POINT OF BEGINNING.

This tract or parcel contains 0.139-acre (6050 s.f.) of land.

EXHIBIT "C"

ACCESS EASEMENT AREA

LEGAL DESCRIPTION OF H. TAYLOR AND D. JOHNSON NATURE PRESERVE

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 56, AND 57 OF THE 18th DISTRICT, CITY OF ATLANTA, DEKALB COUNTY, GEORGIA AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LAND LOT LINE OF LAND LOT 56 WITH THE EASTERLY RIGHT OF WAY LINE OF BEECH VALLEY WAY (40 FOOT RIGHT OF WAY), SAID INTERSECTION BEING MARKED BY A MONUMENT AND BEING THE POINT OF BEGINNING;

THENCE PROCEED ALONG THE SAID RIGHT OF WAY OF BEECH VALLEY WAY NORTH 11 DEGREES 46 MINUTES 57 SECONDS WEST, A DISTANCE OF 243.36 FEET TO A POINT;

THENCE ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 137.36 FEET, HAVING A RADIUS OF 150.00 FEET, AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 14 DEGREES 27 MINUTES 03 SECONDS EAST, A DISTANCE OF 132.61 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF BEECH VALLEY ROAD (50' RIGHT OF WAY);

THENCE CONTINUING ALONG SAID RIGHT OF WAY NORTH 40 DEGREES 41 MINUTES 03 SECONDS EAST, A DISTANCE OF 87.29 FEET TO A POINT;

THENCE ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 94.16 FEET, HAVING A RADIUS OF 462.72 FEET, AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 58 DEGREES 58 MINUTES 42 SECONDS EAST, A DISTANCE OF 93.99 FEET TO A POINT;

THENCE ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 119.68 FEET, HAVING A RADIUS OF 2357.88 FEET, AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 63 DEGREES 20 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 119.67 FEET

THENCE ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 173.00 FEET, HAVING A RADIUS OF 952.15 FEET, AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 67 DEGREES 06 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 172.77 FEET TO A POINT;

THENCE ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 22.87 FEET, HAVING A RADIUS OF 525.00 FEET, AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 71 DEGREES 03 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 22.86 FEET TO A POINT;

THENCE NORTH 69 DEGREES 48 MINUTES 52 SECONDS EAST FOR A
DISTANCE OF 101.67 FEET TO A POINT;

THENCE ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 75.38 FEET,
HAVING A RADIUS OF 89.00 FEET, AND A CHORD WHICH BEARS NORTH 45
DEGREES 32 MINUTES 58 SECONDS EAST FOR A DISTANCE OF 73.15 FEET TO
A POINT;

THENCE ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 108.05 FEET,
HAVING A RADIUS OF 296.38 FEET, AND A CHORD WHICH BEARS NORTH 10
DEGREES 50 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 107.45 FEET
TO A POINT;

THENCE NORTH 00 DEGREES 23 MINUTES 47 SECONDS EAST FOR A
DISTANCE OF 206.23 FEET TO A POINT;

THENCE ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 70.09 FEET,
HAVING A RADIUS OF 450.00 FEET, AND A CHORD WHICH BEARS NORTH 04
DEGREES 51 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 70.02 FEET TO
A POINT;

THENCE LEAVING THE RIGHT OF WAY OF BEECH VALLEY ROAD (50' RIGHT
OF WAY) SOUTH 66 DEGREES 39 MINUTES 10 SECONDS EAST FOR A
DISTANCE OF 234.10 FEET TO A POINT;

THENCE NORTH 33 DEGREES 34 MINUTES 25 SECONDS EAST FOR A
DISTANCE OF 554.80 FEET TO A POINT;

THENCE NORTH 86 DEGREES 11 MINUTES 59 SECONDS WEST FOR
ADISTANCE OF 120.54 FEET TO A POINT;

THENCE NORTH 06 DEGREES 53 MINUTES 59 SECONDS WEST FOR A
DISTANCE OF 510.55 FEET TO A POINT;

THENCE NORTH 50 DEGREES 51 MINUTES 18 SECONDS EAST FOR A
DISTANCE OF 240.75 FEET TO A POINT;

THENCE NORTH 43 DEGREES 39 MINUTES 41 SECONDS WEST FOR A
DISTANCE OF 199.97 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF
WAY OF JOHNSON ROAD (50 FOOT RIGHT OF WAY);

THENCE CONTINUING ALONG SAID RIGHT OF WAY NORTH 46 DEGREES 45
MINUTES 08 SECONDS EAST FOR A DISTANCE OF 35.00 FEET TO A POINT;

THENCE NORTH 73 DEGREES 44 MINUTES 33 SECONDS EAST FOR A
DISTANCE OF 22.00 FEET TO A POINT;

THENCE NORTH 46 DEGREES 42 MINUTES 21 SECONDS EAST FOR A
DISTANCE OF 196.97 FEET TO A POINT;

THENCE SOUTH 23 DEGREES 42 MINUTES 37 SECONDS EAST FOR A
DISTANCE OF 12.50 FEET TO A POINT;

THENCE NORTH 47 DEGREES 44 MINUTES 33 SECONDS EAST FOR A
DISTANCE OF 80.00 FEET TO A MONUMENT;

THENCE SOUTH 01 DEGREES 19 MINUTES 20 SECONDS EAST FOR A
DISTANCE OF 35.02 FEET TO A MONUMENT;

THENCE NORTH 83 DEGREES 36 MINUTES 40 SECONDS EAST FOR A
DISTANCE OF 69.95 FEET TO A MONUMENT;

THENCE SOUTH 04 DEGREES 11 MINUTES 28 SECONDS EAST FOR A
DISTANCE OF 224.96 FEET TO A MONUMENT;

THENCE SOUTH 17 DEGREES 59 MINUTES 04 SECONDS EAST FOR A
DISTANCE OF 75.01 FEET TO A MONUMENT;

THENCE SOUTH 71 DEGREES 53 MINUTES 29 SECONDS WEST FOR A
DISTANCE OF 93.71 FEET TO A MONUMENT;

THENCE SOUTH 00 DEGREES 08 MINUTES 41 SECONDS WEST FOR A
DISTANCE OF 95.80 FEET TO A MONUMENT;

THENCE NORTH 67 DEGREES 22 MINUTES 09 SECONDS EAST FOR A
DISTANCE OF 123.91 FEET TO A MONUMENT;

THENCE SOUTH 16 DEGREES 53 MINUTES 48 SECONDS EAST FOR A
DISTANCE OF 68.93 FEET TO A HALF INCH IRON PIN FOUND;

THENCE SOUTH 14 DEGREES 47 MINUTES 34 SECONDS EAST FOR A
DISTANCE OF 65.38 FEET TO A HALF INCH OPEN TOP PIPE;

THENCE SOUTH 12 DEGREES 45 MINUTES 28 SECONDS EAST FOR A
DISTANCE OF 65.70 FEET TO A HALF INCH IRON PIN FOUND;

THENCE SOUTH 13 DEGREES 44 MINUTES 40 SECONDS EAST FOR A
DISTANCE OF 68.52 FEET TO A MONUMENT;

THENCE SOUTH 54 DEGREES 21 MINUTES 19 SECONDS WEST FOR A DISTANCE 159.31 feet TO A MONUMENT;

THENCE SOUTH 03 DEGREES 52 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 24.30 FEET TO A MONUMENT;

THENCE NORTH 69 DEGREES 41 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 156.21 FEET TO A MONUMENT;

THENCE SOUTH 25 DEGREES 36 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 85.59 FEET TO A MONUMENT;

THENCE SOUTH 25 DEGREES 07 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 157.64 FEET TO A MONUMENT;

THENCE SOUTH 71 DEGREES 27 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 138.74 FEET TO A MONUMENT;

THENCE SOUTH 50 DEGREES 44 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 118.21 FEET TO A POINT;

THENCE SOUTH 43 DEGREES 12 MINUTES 05 SECONDS EAST FOR A DISTANCE OF 15.55 FEET TO A POINT;

THENCE SOUTH 59 DEGREES 06 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 49.54 FEET TO A POINT;

THENCE SOUTH 71 DEGREES 17 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 96.10 FEET TO A POINT;

THENCE SOUTH 86 DEGREES 23 MINUTES 35 SECONDS EAST FOR A DISTANCE OF 89.63 FEET TO A POINT;

THENCE NORTH 77 DEGREES 05 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 82.32 FEET TO A POINT;

THENCE NORTH 69 DEGREES 39 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 9.00 feet TO A POINT;

THENCE SOUTH 33 DEGREES 09 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 1626.30 FEET TO A MONUMENT;

THENCE NORTH 89 DEGREES 45 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 267.48 FEET TO A MONUMENT;

THENCE NORTH 44 DEGREES 59 MINUTES 28 SECONDS EAST FOR A
DISTANCE OF 122.58 FEET TO A MONUMENT;

THENCE NORTH 49 DEGREES 05 MINUTES 08 SECONDS WEST FOR A
DISTANCE OF 230.00 FEET TO A MONUMENT;

THENCE SOUTH 35 DEGREES 11 MINUTES 57 SECONDS WEST FOR A
DISTANCE OF 155.00 FEET TO A POINT;

THENCE NORTH 39 DEGREES 21 MINUTES 50 SECONDS EAST FOR A
DISTANCE OF 139.41 FEET TO AN IRON PIN SET ON THE LINE DIVIDING
LAND LOTS 55 AND 56;

THENCE LEAVING THE CENTERLINE OF ROCK CREEK CONTINUING ALONG
THE SOUTHERN LINE OF LAND LOT 56, NORTH 88 DEGREES 57 MINUTES 41
SECONDS WEST FOR A DISTANCE OF 269 FEET MORE OR LESS TO THE
POINT OF BEGINNING

Said property contains 34.051 acres more or less. A reduced version of the map of said
property is attached hereto. The larger original may be viewed or obtained from the
Department of Parks, Recreation and Cultural Affairs, City of Atlanta.

EXHIBIT E

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ATLANTA AND DEKALB COUNTY TO PROVIDE SERVICES TO THE HERBERT TAYLOR PARK EXPANSION

This Agreement is made on this ____ day of _____, 2005 by and between **DEKALB COUNTY**, Georgia, a political subdivision of the State of Georgia, whose address is 1300 Commerce Drive, Decatur, Georgia 30030 (hereinafter referred to as the "County"), and the city of **ATLANTA**, Georgia, a municipality in the State of Georgia, whose address is 55 Trinity Avenue SW, Atlanta, Georgia 30303, (hereinafter referred to as the "City"), and both parties have been duly authorized to enter into this Agreement.

WITNESSETH:

WHEREAS, the parties to this Agreement are both governmental units and authorized to provide the services set forth herein; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, the County and City are authorized to enter into Intergovernmental Agreements for periods not exceeding fifty (50) years in connection with the activities which these governments are authorized to undertake.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and undertakings contained herein, the parties hereto do hereby agree and consent to the following:

1. Description of Services and Responsibilities of Each Party

- (A) The County agrees to perform the following services for and on behalf of the City:

- (1) Purchase certain tract of land described in Exhibit "A", attached hereto and incorporated herein, said property being referred to as "County Property."
- (2) Allow the County Property to be used as parkland in conjunction with the City's contiguous parkland known as Herbert Taylor Park and to be maintained and improved consistent with this use.
- (3) Provide certain perpetual, unobstructed, non-exclusive access easement over, across, upon and through the County Property for the benefit of the City, the City Property, Herbert Taylor Park, the City's invitees, customers, employees and agents pursuant to a "Reciprocal Easement Agreement", filed as a land record with the Clerk of the Superior Court, DeKalb County.
- (4) Intake all 911 emergency calls that require police, fire and rescue services within the County Property.
- (5) Notify and dispatch the County Police Department to all 911 requests for police services when the caller's locations and/or the location of requiring service is located within the County Property.
- (6) Notify and dispatch County's Fire and Rescue units to all 911 requests for fire and rescue services when the caller's locations and/or the location of requiring service is located within the County Property.

(B) The City agrees to perform the following:

- (1) Purchase certain tract of land described in Exhibit "B", attached hereto and incorporated herein, said property being referred to as "City Property."
- (2) Allow the City Property to be used as parkland in conjunction with the City's contiguous parkland known as Herbert Taylor Park.
- (3) Provide certain perpetual, unobstructed, non-exclusive access easement over, across, upon and through the City Property and Herbert Taylor Park for the benefit of the County, the County Property, the County's invitees, customers, employees and agents pursuant to a "Reciprocal Easement Agreement", filed as a land record with the Clerk of the Superior Court, DeKalb County.
- (4) Maintain or improve the County Property at its sole cost and expense in a manner consistent with its use as parkland and cause any work performed to be completed in a good, diligent and workmanlike

manner and in compliance with all applicable laws, rules, regulations, and ordinances.

- (5) Promptly pay for all work performed on the County Property and to cause any lien affecting the County Property arising from or relating to such work to be discharged or bonded off.
- (6) Upon completion of any maintenance work, the City shall restore the County Property to the condition which existed prior to such work performed at the direction of the City, except that the County Property has been maintained or improved as a result of such work.

2. Responsibility

It is understood by the parties that no employees, officers, or agents of either party shall be under or subject to the direction or control of the other party, its officers, employees and agents for any of the services provided pursuant to this Agreement.

The City of shall defend and bear the expense of any and all claims, suits, actions, liabilities and judgments from third parties resulting from the City's actions or inactions pursuant to the enactment of this intergovernmental agreement.

3. Term

This Agreement shall commence on the effective date set forth herein and will terminate on December 31, 2055, unless otherwise terminated as set forth herein.

4. Notice

All notices and written requests required herein shall be sent via U.S. Mail as follows:

To County:

DeKalb County, Georgia
ATTN: Chief Executive Officer
1300 Commerce Drive
Decatur, Georgia 30030

DeKalb County Law Department
ATTN: County Attorney
1300 Commerce Drive
5th Floor

To City:

City of Atlanta
ATTN: Mayor
55 Trinity Avenue SW
Atlanta, Georgia 30303

City of Atlanta Law Department
ATTN: City Attorney
68 Mitchell Street SW
Atlanta, GA 30303

Decatur, GA 30030

All notices sent to the above addresses shall be binding unless said address is changed in writing to the other party.

5. Termination

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever. The terminating party shall terminate by delivering to the other party with at least thirty (30) days notice to the other party, a Notice of Termination specifying the nature, extent, and effective date of termination.

6. No Third Party Beneficiaries

This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

7. Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

8. Venue

This agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

9. Successors and Assigns

Neither party shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officers, agents or officials either party.

11. Entire Agreement

This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. No representation, oral or written, not incorporated herein shall be binding upon the parties hereto. All subsequent changes to this Agreement must be signed by all parties.

12. Severability

In the event any section of this agreement is declared and adjudged to be invalidated or unconstitutional, such declaration or adjudication shall not affect the remaining portions of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, on the day and date hereinabove written.

CITY OF ATLANTA, GEORGIA

DEKALB COUNTY, GEORGIA

By: _____ (SEAL)
SHIRLEY FRANKLIN
Mayor
City of Atlanta, Georgia

By: _____ (SEAL)
VERNON JONES
Chief Executive Officer
DeKalb County, Georgia

ATTEST:

ATTEST:

Signature

Name (Typed or Printed)

Title

MICHAEL BELL
Ex Officio Clerk of the
Chief Executive Officer and
Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Linda DiSantis
City Attorney
City of Atlanta, Georgia

VIVIANE H. ERNSTES
Acting County Attorney
DeKalb County, Georgia

LEGAL DESCRIPTION
DEKALB COUNTY PARCEL

All that tract or parcel of land lying and being in Land Lot 55 of the 18th District of Dekalb County, Georgia and being more particularly described as follows:

COMMENCE at a point on the northerly right-of-way of Rock Springs Circle (50-foot right-of-way); thence following a clockwise curve having a radius of 10.00 feet, an arc distance of 15.71 feet to a point on the easterly right-of-way of Markan Drive (50-foot right-of-way), said arc has a chord of 14.14 feet and a chord bearing of N44°24'06"W; thence along said right-of-way N00°36'15"E a distance of 100.00 feet to a point; thence S77°32'29"W a distance of 51.33 feet to a point on the westerly right-of-way of Markan Drive; thence leave said right-of-way N89°40'32"W a distance of 192.67 feet to an iron pin set and THE TRUE POINT OF BEGINNING.

From this established point, run N89°40'32"W a distance of 49.39 feet to a rebar hereinafter referred to as Point "A"; thence N89°40'32"W a distance of 14.8 feet more or less to a point in the centerline of Boat Creek; thence following the meanderings of said creek in a generally northwesterly direction a distance of 100 feet more or less to a point on the line dividing Land Lots 55 and 56; thence leave said creek along said Land Lot Line S89°40'32"E a distance of 16 feet more or less to a rebar hereinafter referred to as Point "B" (the traverse line from Point "A" to Point "B" is N26°45'29"W a distance of 87.88 feet); thence from Point "B", run S89°40'32"E along said Land Lot Line a distance of 95.47 feet to an iron pin set; thence leave said Land Lot Line S06°27'03"W a distance of 28.11 feet to an iron pin set; thence S03°49'06"W a distance of 50.39 feet to THE TRUE POINT OF BEGINNING.

This tract or parcel contains 0.18 ac. more or less (8020 s.f.)

LEGAL DESCRIPTION
CITY OF ATLANTA PARCEL

All that tract or parcel of land lying and being in Land Lot 56 of the 18th District of Dekalb County, Georgia, City of Atlanta and being more particularly described as follows:

COMMENCE at a point on the northerly right-of-way of Rock Springs Circle (50-foot right-of-way); thence following a clockwise curve having a radius of 10.00 feet, an arc distance of 15.71 feet to a point on the easterly right-of-way of Markan Drive (50-foot right-of-way), said arc has a chord of 14.14 feet and a chord bearing of N44°24'06"W; thence along said right-of-way N00°36'15"E a distance of 100.00 feet to a point; thence S77°32'29"W a distance of 51.33 feet to a point on the westerly right-of-way of Markan Drive; thence leave said right-of-way N89°40'32"W a distance of 192.67 feet to an iron pin set; thence N03°49'06"E a distance of 50.39 feet to an iron pin set; thence N06°27'03"E a distance of 28.11 feet to an iron pin set on the line dividing Land Lots 55 and 56 and THE TRUE POINT OF BEGINNING.

From this established point, run N89°40'32"W along said Land Lot Line a distance of 95.47 feet to a rebar; thence leave said Land Lot Line N39°21'50"E a distance of 139.41 feet to a rebar; thence S29°48'47"E a distance of 39.56 feet to an iron pin set; thence S11°47'19"W a distance of 45.40 feet to an iron pin set; thence S06°27'03"W a distance of 29.74 feet to THE TRUE POINT OF BEGINNING.

This tract or parcel contains 0.139-acre (6050 s.f.) of land.

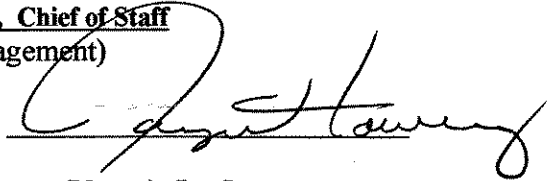
TRANSMITTAL FORM FOR LEGISLATION

TO MAYOR'S OFFICE: Gregory G. Pridgeon, Chief of Staff
(for review & distribution to Executive Management)

**Commissioner's
Signature:**



**Director's
Signature:**



From Originating Dept.: Parks, Recreation
and Cultural Affairs

Contact (Name): Jay Lowery
404-817-6744

Committee(s) of Purview: CD/HRC

Committee Deadline: 08-15-05

Committee Meeting Date(s): 08-30-05
09-13-05

Council Meeting Date(s): 09-06-05
09-19-05

CAPTION: AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE AUTHORIZING THE MAYOR OR HER DESIGNEE, ON BEHALF OF THE CITY, TO NEGOTIATE FOR AND PURCHASE 0.139 ACRES ("CITY PROPERTY") ADJACENT TO THE CITY OF ATLANTA'S HERBERT TAYLOR PARK FOR AN AMOUNT NOT TO EXCEED \$35,000.00 TO BE CALCULATED BASED ON FORTY PERCENT (40%) OF THE APPRAISED FAIR MARKET VALUE, PLUS FORTY PERCENT (40%) OF THE CONSERVATION FUND'S DUE DILIGENCE AND PURCHASE SERVICES PLUS FORTY PERCENT (40%) OF THE CITY'S DUE DILIGENCE AND PURCHASE SERVICES, TO BE PAID FROM FUND, ACCOUNT CENTER NUMBER 1C28 (IMPACT FEE) 571001 (LAND) N12P06129989 (GREENSPACE PARK NORTH), TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH DEKALB COUNTY FOR THE MAINTENANCE OF AN ADJOINING 0.184 ACRE PARCEL TO BE ACQUIRED BY DEKALB COUNTY ("DEKALB PROPERTY"), TO ENTER INTO A RECIPROCAL EASEMENT AGREEMENT WITH DEKALB COUNTY GRANTING DEKALB COUNTY ACCESS TO DEKALB PROPERTY OVER HERBERT TAYLOR PARK AND FOR OTHER PURPOSES.

BACKGROUND/PURPOSE/DISCUSSION:

On March 11, 2005, The Conservation Fund ("TCF") purchased 0.323 acres of land owned by Morningside Preserve, LLC located in the City of Atlanta and Dekalb County near Markan Drive (See Exhibit "A") and adjacent to the City's existing Herbert Taylor Park, 0.139 acres of ("City Property") of the Morningside Property lies within the City of Atlanta adjacent to Herbert Taylor Park (See Exhibit "B") and 0.184 acres ("Dekalb Property") of the Morningside Property lies within Dekalb County adjacent to Herbert Taylor Park (See Exhibit "C"). The TCF has agreed to assist the City of Atlanta and Dekalb County in the acquisition as well as the preservation of the Morningside Property by working with the City's Department of Parks, Recreation and Cultural Affairs and Department of Planning and Community Development, and Dekalb County.

The TCF is a non-profit, 501(c)(3) organization, whose business is to negotiate property donations on behalf of public agencies or to purchase properties, providing tax incentives to property owners, and hold such properties in trust until the public agency has the funds to purchase the properties, and they have acquired the Morningside Property at a price less than Fair Market Value and has agreed to sell the City Property to the City of Atlanta for forty percent (40%) of the appraised Fair Market Value plus

forty percent (40%) of the TCF's due diligence, staff costs and closing costs plus forty percent (40%) of any additional due diligence and closing costs incurred by the City for a total amount not to exceed \$35,000.00.

The Rock Creek Watershed Alliance has raised funds to be paid to the TCF as partial payment for the City Property that is consistent with the City's goal of acquisition and preservation of additional green space to expand existing parks and to provide connecting trails. The City will enter into a Reciprocal Easement Agreement to provide County residents and officials access to the Dekalb Property (See Exhibit "D"), and an Intergovernmental Agreement with the Dekalb County so as to maintain and provide necessary emergency, law enforcement, fire protection and medical services to Dekalb Property (See Exhibit "E").

FINANCIAL IMPACT (if any): Yes, the total City Property Acquisition Costs shall be paid from Fund, Account, Center Number 1C28 (Impact Fee) 571001 (Land) N12P06129989 (Green Space Park North) in an amount not to exceed \$35,000.00. Should the actual Property Acquisition Costs be less than \$35,000.00, the residual amount shall be returned to the Fund, Account, Center Number 1C28 (Impact Fee) 571001 (Land) N12P06129989 (Green Space Park North).

MAYOR'S STAFF ONLY:

Received by Mayor's Office:

AP 8.10.05
(date)

Reviewed:

JS
(initials/date)

Submitted to Council:

(date)

Action by Committee: ☐ Approved ☐ Adversed ☐ Held ☐ Amended
☐ Substitute ☐ Referred ☐ Other

DPRCA FORM 90-2a

Legislative White Paper

Committee of Purview: Community Development/Human Resources Committee

CAPTION: AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE AUTHORIZING THE MAYOR OR HER DESIGNEE, ON BEHALF OF THE CITY, TO NEGOTIATE FOR AND PURCHASE 0.139 ACRES ("CITY PROPERTY") ADJACENT TO THE CITY OF ATLANTA'S HERBERT TAYLOR PARK FOR AN AMOUNT NOT TO EXCEED \$35,000.00 TO BE CALCULATED BASED ON FORTY PERCENT (40%) OF THE APPRAISED FAIR MARKET VALUE, PLUS FORTY PERCENT (40%) OF THE CONSERVATION FUND'S DUE DILIGENCE AND PURCHASE SERVICES PLUS FORTY PERCENT (40%) OF THE CITY'S DUE DILIGENCE AND PURCHASE SERVICES, TO BE PAID FROM FUND, ACCOUNT CENTER NUMBER 1C28 (IMPACT FEE) 571001 (LAND) N12P06129989 (GREENSPACE PARK NORTH), TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH DEKALB COUNTY FOR THE MAINTENANCE OF AN ADJOINING 0.184 ACRE PARCEL TO BE ACQUIRED BY DEKALB COUNTY ("DEKALB PROPERTY"), TO ENTER INTO A RECIPROCAL EASEMENT AGREEMENT WITH DEKALB COUNTY GRANTING DEKALB COUNTY ACCESS TO DEKALB PROPERTY OVER HERBERT TAYLOR PARK AND FOR OTHER PURPOSES.

Council Meeting Date(s): September 6, 2005 and September 19, 2005

Legislation Title: Ordinance

Requesting Dept.: Parks, Recreation and Cultural Affairs

Contract Type: Reciprocal Easement Agreement and an Intergovernmental Agreement

Justification Statement:

On March 11, 2005, The Conservation Fund ("TCF") purchased 0.323 acres of land owned by Morningside Preserve, LLC located in the City of Atlanta and Dekalb County near Markan Drive (See Exhibit "A") and adjacent to the City's existing Herbert Taylor Park, 0.139 acres of ("City Property") of the Morningside Property lies within the City of Atlanta adjacent to Herbert Taylor Park (See Exhibit "B") and 0.184 acres ("Dekalb Property") of the Morningside Property lies within Dekalb County adjacent to Herbert Taylor Park (See Exhibit "C"). The TCF has agreed to assist the City of Atlanta and Dekalb County in the acquisition as well as the preservation of the Morningside Property by working with the City's Department of Parks, Recreation and Cultural Affairs and Department of Planning and Community Development, and Dekalb County.

The TCF is a non-profit, 501(c)(3) organization, whose business is to negotiate property donations on behalf of public agencies or to purchase properties, providing tax incentives to property owners, and hold such properties in trust until the public agency has the funds to purchase the properties, and they have acquired the Morningside Property at a price less than Fair Market Value and has agreed to sell the City Property to the City of Atlanta for forty percent (40%) of the appraised Fair Market Value plus

forty percent (40%) of the TCF's due diligence, staff costs and closing costs plus forty percent (40%) of any additional due diligence and closing costs incurred by the City for a total amount not to exceed \$35,000.00.

The Rock Creek Watershed Alliance has raised funds to be paid to the TCF as partial payment for the City Property that is consistent with the City's goal of acquisition and preservation of additional green space to expand existing parks and to provide connecting trails. The City will enter into a Reciprocal Easement Agreement to provide County residents and officials access to the Dekalb Property (See Exhibit "D"), and an Intergovernmental Agreement with the Dekalb County so as to maintain and provide necessary emergency, law enforcement, fire protection and medical services to Dekalb Property (See Exhibit "E").

Fund Account Center: 1C28 (Impact Fee) 571001 (Land) N12P06129989 (Green Space Park North)

Fiscal Impact: \$35,000.00

Approvals:

DOF: Chuck Meadows and Linda Goodman

DOL: Sangetha Rao

Prepared By: Sangetha Rao, Law Department-Ordinance. Debra F. Harris, M.A., Department of Parks, Recreation and Cultural Affairs, Legislative White Paper, Transmittal Form for Legislation and Blue Back.

Contact Number: Debra F. Harris, DPRCA -404-817-6795. Sangetha Rao, 404-330-6400 .